

How to Read a Contract & Why It Matters

Offered by members of the Good Offices Contract/Call Negotiation Support Team

To talk to a member of the team please contact Melissa (carvillziemer@uuma.org) and she will connect you.

Introduction

Aija Simpson-Newbury

★ Opportunity for Good Ministry

- Read Your Contract!
- Set Yourself Up for Success
- Now is the Best Time

Section 1 – Goals & Relationships

Matthew Johnson

These paragraphs are opportunities for clarity, deep conversations, and proactive growth. Take advantage of these to invite the board and congregation into deeper understanding of power, role, assessment, inclusion, diversity, and anti-oppression.

Later in your ministry, you can say: “We agreed to regularly work on this, so let’s do it.”

Section 1 – Goals & Relationships

Matthew Johnson

Changes in this section are rare. When they show up, be curious: “why did you change that?” What’s going on with their understanding of the type of relationship they imagine?

- **1.2.1.:** *You might see “Be In Good Standing” or other language regarding the UUA. It is fine for a congregation to add “Be in Fellowship with the UUA” here.*
- **1.2.7 and 1.2.8:** Changes to the anti-oppression language are also rare; if they make some, be very curious. Tell me why?

Section 1 – Goals & Relationships

Matthew Johnson

You might insist on a start-up, and ask to shift this language “to plan a start-up consultation or retreat.” Strongly strongly recommend start-ups.

Section 2 – Responsibilities – Janet Bush

This section is about what the congregation expects you to do. It invites conversations about:

- governance
- responsibility and authority
- openness to change
- specific areas of congregation life

Preparing for interviews with this section in mind will help you better understand what you may want to focus on as you begin your ministry with them. Be open and curious in the interviews. They are an opportunity to clarify things and explore possibilities.

Section 2 – Responsibilities – Janet Bush

Part-time positions require trade-offs.

- Are there specific areas you will want to de-emphasize?
- What are their expectations?

Section 2 – Responsibilities – Janet Bush

Each area suggests questions to ask in the interview process, e.g.

- How does governance actually work?
- How do they understand and use policies?
- What does the worship committee do? Is there funding for outside preachers?
- What committees welcome ministerial participation?
- How are personnel decisions made and what kind of support exists for personnel administration? etc.

Section 2 – Responsibilities – Janet Bush

- It's possible that you will want changes or clarifying language in this section, especially if you are looking at a part-time position.
- Read 2.5.1 carefully. If the congregation has made changes, ask about how they handle whatever is different. Some congregations may not want to give the minister final authority to hire and fire. Find out what their process and experiences have been. How do you feel about the personnel responsibilities as they are described? Get coaching if you are uncertain about this.
- 2.2.2 Worship - congregations vary widely in how services not led by the minister are handled. What does “accountable for all services” mean to them? If it's missing, be curious.

Section 2 – Responsibilities – Janet Bush

- 2.2.3 - Pulpit responsibilities. Are you comfortable with the number? Are there good reasons you'd like it to be smaller? This can be an area for trade-offs. You may want to make them explicit.
- 2.4 - Community engagement. Clarify expectations in the interviews. You may want to add language like “as time permits” or “in ways the minister chooses.” This may also be an area for trade-off if your ministry is part time. Or if it's your passion, let them know what you want to spend less time on (preaching?).
- The wording of both 2.5.1a and 2.5.1b may want adjusting or clarification. “Policy governance” implies a system that is very proscribed. If the agreement says they are using it, clarify what they mean. The language in 2.5.1b could seem to imply that the minister is responsible for everything and will spend all their time making policy. Try to understand how the congregation really operates, and if you want help from a Good Offices colleague to come up with different language, ask.

Section 3 - Compensation, etc

— Ruth Vann Lillian

- Here are the specifics of how the congregation will provide for your and your family's needs so that you can go about the wonderful/complex job that is parish ministry. Generosity in compensation begets generosity in job performance.
- Part-time negotiations can be tricky and there are fewer guidelines. Remember: there is no such thing as "discount ministry"! Agreeing to do more for less devalues professional ministry for us all!

Section 3 - Compensation, etc

— Ruth Vann Lillian

Examine every proposed change to Section 3 VERY carefully.

- Ask whether the Search/negotiating team has talked to a UUA Compensation Consultant (It's FREE!).
- Ask to see several years of church budgets and End-of-year reports to understand the congregation's ability to provide sustainable compensation for the minimum required/proposed time period. (Look at assets, also)
- Watch out for changes indicating arrangements for insurance or retirement outside the UUA plans. It may seem like a way to save money, but it means losing UUA support and it may be a disadvantage in the long run.

Section 3 - Compensation, etc - RVL

All elements of Section 3 are negotiable, but some are affected by federal regulations (See 3.2.2 and 3.2.3.1)

- Study the Congregational Salary Program pages at UUA.org. Make sure you know the congregation's Geo Index, size, and salary range. The Search/negotiating team may not!
- Negotiate salary considering those parameters and your own qualifications (skill set, education & training, years and type of experience).
- Regarding 3.2.2 on Retirement contributions, ask for a copy of their Participation Agreement with the UUA Retirement Program. Your contract must be in agreement with that document. (Contact retirementplan@uua.org to get a copy if they can't find it.) All qualified personnel get the same %.

Section 3 - Compensation, etc

— Ruth Vann Lillian

All elements of Section 3 are negotiable, but some are affected by federal regulations (See 3.2.2 and 3.2.3.1)

- Ask the reasons for offering salary or benefits below UUA standards (i.e. we cannot afford to offer all of our staff dental insurance). Ask about plans to improve or correct the situation. (i.e. offer dental ins to all staff in one year)
- You must advocate for yourself! Do not expect the Search/negotiating team to protect your interests. They are protecting the congregation's interests, and often they do not entirely understand the process or the contract. You need to study and understand it, and ask for outside help when needed.

Section 4 – Work & Leave Provision

David Schwartz

This section describes how much time you spend working. It defines when and how you take time away and how compensation works when you are away. It specifies how your time away accrues, and whether any of it is payable to you at the end of your employment.

Some provisions will apply to you right away. Others won't be relevant for years. And still others may feel irrelevant to you right now. Nonetheless, the time to negotiate all of these is now.

Fundamentally, the point of this section is to protect your wellbeing for the good of the congregation.

Section 4 – Work & Leave Provision

David Schwartz

When there is variance in this section, seek to understand why.

- State laws around leave vary.
- Congregations sometimes set provisions because they can't imagine any other solution to an issue with a previous minister. Or, sometimes undervalue a provision because the previous minister undervalued it.
- Scarcity: “I didn't get this benefit!” (Matt. 20:1)

If your task here is education and you haven't done this before, get support! The time you invest in negotiating your contract is, hour-for-hour, the most highly compensated work you will ever do.

Section 4 – Work & Leave Provision

David Schwartz

Frame for the conversation:

It is in everyone's interest for you to thrive. The congregation's wellbeing requires your wellbeing. This contract is about making a space of balance and health in a job which could otherwise be all-consuming and infinitely demanding.

Without that protection, the minister will suffer and the ministry will suffer.

And: even with this protection, you are the person responsible for holding your boundaries and taking your time. (Especially year 1 study/vacation!)

Section 5 - Term & Termination

Aija Simpson-Newbury

This section covers how your ministry will end. Even ministries with “good endings” can have unexpected complications. Having clarity about possible areas of future conflict will help you have a healthier ministry now. While we all hope that our ministries will end well, many do not. Making sure that you will have good options if your ministry needs to end will help you make healthy choices now.

Section 5 - Term & Termination

Aija Simpson-Newbury

- Term - Does this ministry have an end date?
- Notice Section - How much notice will you give the congregation in the event of your voluntary resignation or retirement.
- Negotiated Resignation* - How much severance are you entitled to in the event of a negotiated resignation.

*In our common parlance, a negotiated resignation is almost always initiated by a congregation, not a minister. The language is confusing and there are exceptions, but this is the most common understanding.

Section 5 – Term & Termination

Aija Simpson-Newbury

- Every section of this can and has been negotiated. Places that most commonly contain changes are
 - Section 5.2 Some congregations will try to either extend this notice period or remove the part about the congregation paying three months of salary in the event that they would like to accept the resignation immediately.
 - 5.5.1 Termination on the part of the congregation. Some congregations will try to eliminate this section entirely or cap it at a lower number. If they do, you will have no legal recourse for severance in the event of a ministry that is ended by the congregation.

Section 6 – Dispute Resolution

Aija Simpson-Newbury

- In the event of a disputed ending, both the congregation and minister should have trusted advisors who have gone through this process before. Please reach out to a Good Officer early in the process.
- In almost every case, mediation allows all parties to come to an agreement on how to end the ministry as well as possible.
- There are a very small number of disputes that cannot be settled between minister and congregations. When this happens, the minister and congregation will go into a binding arbitration process.

Section 6 – Dispute Resolution

Aija Simpson-Newbury

- This is a section that is rarely changed. If you see a change, that would be an area to be very curious.
- What are they hoping to avoid?

Section 7-Amendment & Choice of Law

Aija Simpson-Newbury

- The “legalese” of the document. This section will detail how changes can be made to the document.
- If any one section of the contract is found to be invalid (usually for legal reasons) the remainder is still in play.
- You will find information relevant to your particular location (state, commonwealth or province.)

Section 7-Amendment & Choice of Law

Aija Simpson-Newbury

- This is another area in which there is very little variance. If there is a change in this section, we recommend consulting with a member of the transitions team and possible consultation with an attorney.